delivery. *Held*, he is subjected to only the obligations of an endorsee, unless it is shown by oral evidence (which is held admissible) that he executed it as maker.

The authorities are hopelessly at variance on the question of anomalous indorsements; some courts holding such an endorser a joint promisor or surety, *McGuire* v. *Bosworth*, 1 La Ann 248. Pennsylvania regarding liens as a guarantor. *Schollenberger* v. *Nelif*, 28 Pa. St. 189. The Connecticut court holds in *Perkins* v. *Catlin*, 11 Conn. 213, that the nature of the indorsement is to be proved by oral evidence, while in *Wright* v. *Morse*, 9 Gray 337, the presumption that he intended to be an original promisor seems to be conclusive. The difficulty of carrying out the intention of the parties and at the same time preserving the certainty and exactness of commercial instruments, possibly accounts for the conflict among the courts.

CONSTITUTIONAL LAW—BANKRUPTCY—ALIMONY—BARCLAY V. BARCLAY, 56 N. E. 636.—Plaintiff in error brings record to the Supreme Court claiming that proceedings, resulting in a decree of alimony, should have been stayed in Circuit Court until adjudication on a bankruptcy petition, and also claiming that Section 12 of Article II of the Constitution: "No person shall be imprisoned for debt, etc.," has been violated. *Held*, that there was no error committed by the Circuit Court.

The question as to whether alimony is a "debt" within the meaning of a statute providing for relief from such debts by a discharge in bankruptcy, seems to be undecided. A decree for alimony and costs is a provable debt under Bankrupt Act of 1898. *In re Van Orden*, 96 Fed. 86. Alimony is not a debt. *Noyes* v. *Hubbard*, 15 L. R. A. 394. Nor is it a "debt" within the constitutional inhibition of imprisonment for debt, and the defendant may be held to answer for contempt in default of payment. *Pain* v. *Pain*, 80 N. Car. 322; *Chase* v. *Ingalls*, 97 Mass. 524. Failure to pay alimony as directed by order of court is no ground for imprisonment. *Wightman* v. *Wightman*, 45 Ill. 167; *Steller* v. *Steller*, 25 Mich. 159.

CONSTITUTIONAL LAW—DENTISTRY—EXAMINATIONS—KNOWLES V. STATE, 45 Atlan. 877 (Md.).—By a legislative act all persons wishing to practice dentistry in Maryland were required to pass an examination given by a State board of examiners. By a clause in the act the board was allowed to waive the examination at its discretion. *Held*, that such an act was constitutional.

As to the constitutional right of a State to require examinations of this kind there can be no doubt. *Dent* v. *W. Va.*, 129 N. S. 114; *Singer* v. *State*, 72 Ind. 464. The point of controversy in the case was whether the right to waive the examination by the board was not conferring upon it unreasonable and arbitrary power, thus making it come under the decision as laid down in *Yick Wo* v. *Hopkins*, 118 U. S. 356. The court reached its decision on the idea that the spirit and principle upon which the act was passed precluded any limit of purely personal and arbitrary power. *Williams* v. *State Board*, 93 Penn. 619; *State* v. *Creditor*, 44 Kan. 568.

CORPORATIONS—PROMOTERS—ATTORNEY AND CLIENT—FREEMAN IMP. CO. V. OSBORN, 60 Pac. Rep. 730 (Colo.).—Where an attorney rendered services to the promoter of a corporation, drawing articles of association, by-laws, etc. *Held*, the charge is an indebtedness of the corporation when it comes into existence. *Bell's Gas Co.* v. *Christie*, 79 Pa. St. 54; *Law* v. *Connecticut, etc., Ry. Co.*, 45 N. H. 370. Contra, *Gent* v. *Manufacturer's Ins. Co.*, 107 Ill. 652.

CORPORATE STOCK—DAMAGES—EVIDENCE—MARKET QUOTATIONS—SALES—WILDES ET AL. V. ROBINSON, 63 N. Y. Sup. 811 (App. Div.).—In an action to recover damages for failure to deliver stock according to contract, evidence as to market quotations on said stock at a certain time was admitted to show its value. *Held*, inadmissible unless based on actual sales. New trial ordered. O'Brien and Ingrahm, J. J., dissenting.

The court held that a mere bid in a distant market, without proof of attending circumstances, is not competent evidence as to value of the property in question. *Whitney* v. *Thacher*, 117 Mass. 527; *Hanna* v. *Sanford*, 20 W. Dig. 288. The proper measure of damages was the difference between the price agreed to be paid and the market value of the stock at the contracted date of delivery. Interest is sometimes added. *Gibbons* v. *U. S.*, 8 Wall 269; 5 *Am. & Eng. Ency.* 630. The dissenting judges held that in absence of other evidence a reference to a distant market is justified. *Gregory* v. *McDowal*, 8 Wend. 435; *Durst* v. *Burton*, 47 N. Y. 167. They also contended that a bid is a fair basis of estimation, as it is generally below actual value.

DIVORCE—CRUELTY—HAIGHT v. HAIGHT, 82 N. W. 443 (Iowa).—*Held*, frequent and false charges of adultery made against a wife by her husband constitute cruelty for which a divorce may be granted.

The earlier courts were loath to consider this sufficient ground. False charges of adultery and obscene epithets do not constitute cruelty sufficient for the granting of a divorce. *Shaw* v. *Shaw*, 17 Ct. 189; *Harding* v. *Harding*, 22 Md. 337. There has been a tendency to change, and now a false and malicious charge of adultery is generally held sufficient cruelty. *Am. Eng. Ency. of Law* (2d ed.), 9-797, and cases cited there.

DIVORCE—DEATH OF PARTY—BEGBIE v. BEGBIE, 60 Pac. Rep. (Cal.) 667.—Where defendant in a divorce proceeding died after the rendering of a decree of divorce in the trial court and before a hearing in the appellate court (an appeal having been granted). *Held*, the action abated, and the relation of husband and wife with the property rights incident thereto was severed, and no review could be had. *Kirchner* v. *Dietrich*, 110 Cal. 502; *Barney* v. *Barney*, 14 Ia. 189. But see *Donner* v. *Howard*, 44 Wis. 82, which intimates that upon death of either party pending an appeal from a judgment granting a divorce, the appeal *would be reviewed* for purpose of protecting persons whose property interests were affected by the judgment.

ELECTRICITY—ACTION FOR CAUSING DEATH—FAILURE TO INSULATE WIRES—THOMAS, ADMINISTRATOR, v. MARYSVILLE GAS CO., 56 S. W. 153 (Ky.).—The defendant supplied the wires of a street railway company with electricity. The railway company failed to properly insulate its wires, thus causing death of plaintiff's intestate. *Held*, the Gas Company could be held liable for damages. Buchanan and DuRella, J. J., dissenting.

This is one of the first cases in which this exact question has been decided. It would seem on principle that where an article was delivered to the vendee he would be liable for damages resulting from it. *Dixon* v. *Yales*, 2 Nev. & M. 202; *Foster* v. *Roper*, 111 Mass. 10. A person handling dangerous substances, however, does so at his peril. *Whart. Neg.* § 851, and thus the defendant in handling so dangerous a force as electricity, the nature of which is so little understood by the public, should have used more than ordinary care in seeing that the wires which they charged for the Railway Company were properly protected. *McLaughlin* v. *Electric Light Co.*, 100 Ky. 178.

EXCESSIVE SENTENCE—HABEAS CORPUS—DE BARA v. U. S., 99 Fed. Rep. 942.—*Held*, upon habeas corpus proceedings, a sentence for a longer term than allowed by law was void only as to the excess, and discharge was refused. There are two rules, one considering the excessive sentence as an entirety and wholly void; the other holding only the excess void. The former was held in *Ex parte Kelly*, 65 Cal. 154; *Ex parte Page*, 49, Mo. 291; and *Ex parte Bernert*, 7 Pac. C. L. I. 460; the latter obtains in Alabama, Georgia, Kansas, Maine, Massachusetts, New York, West Virginia, Wisconsin, Virginia, and the Federal Courts. Sennott's Case 146 Mass. 489, *In re Graham*, 74 Wis. 450; *People* v. *Baker*, 89 N. Y. 460, and *Ex parte, Max.*, 44 Cal. 579.